



SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PR-NC-02-10696	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED February 7, 2003	6. REQUISITION/PURCHASE NUMBER PR-NC-02-10696
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Attn: Margaret Dougherty, D143-01 (PR-NC-02-10696) RTP Procurement Operations Div., 4930 Old Page Road Research Triangle Park (Industrial Area), NC 27709			Environmental Protection Agency Attn: Margaret Dougherty, D143-01 PR-NC-02-10696 Research Triangle Park (Industrial Area), NC 27711		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 03:30 PM local time 3/10/03
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME MARGARET A. DOUGHERTY		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS dougherty.margaret@epa.gov
	AREA CODE 919	NUMBER 541-2344	EXT.		


11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES		
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			
	F	DELIVERIES OR PERFORMANCE		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
	G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		


OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) 	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 		ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:		
	Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.216-135) (APR 1984)	Page B-1
B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)	Page C-2
C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)	Page C-2
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)	Page C-2
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-3
SECTION D - PACKAGING AND MARKING	Page D-1
D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (MAR 2001)	Page E-1
E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-3
E.4 ACCEPTANCE PERIOD	Page E-4
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)	Page F-1
F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION	Page F-1
F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-1
F.5 PLACE OF CONTRACT PERFORMANCE (RTP-F-1)	Page F-1
F.6 TIME OF DELIVERY	Page F-1
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)	Page G-1
G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)	Page G-2
G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-3
G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-3

G.6	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)	
	Page G-3	
G.7	GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION	
	Page G-4	
G.8	SPECIAL REQUIREMENTS FOR GOVERNMENT FURNISHED DATA	Page G-10
G.9	PARTIAL PAYMENT	Page G-10
SECTION H -	SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (OCT 2000)	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-3
H.4	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)	Page H-3
H.5	OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION	Page H-7
H.6	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-8
H.7	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-8
H.8	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-8
H.9	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)	Page H-10
H.10	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-10
H.11	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)	Page H-12
H.12	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-12
H.13	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-13
H.14	GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)	Page H-13
H.15	APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE (RTP-H-5)	Page H-14
H.16	IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)	Page H-15
PART II -	CONTRACT CLAUSES	Page I-1
SECTION I -	CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-2
I.3	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)	Page I-2
I.4	ORDERING (FAR 52.216-18) (OCT 1995)	Page I-3
I.5	ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)	Page I-3
I.6	INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)	Page I-4
I.7	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	Page I-4
I.8	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001) ALTERNATE I (OCT 1998)	Page I-5
I.9	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)	Page I-7

I.10	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)	Page I-7
I.11	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)	Page I-8
I.12	SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222- 49) (MAY 1989)	Page I-9
I.13	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)	Page I-9
I.14	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE III (JUN 1987)	Page I-14
I.15	FEDERAL, STATE, AND LOCAL TAXES (FAR 52.229-3) (JAN 1991)	Page I-20
I.16	SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)	Page I-21
I.17	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)	Page I-24
I.18	WARRANTY OF SERVICES (FAR 52.246-20) (APR 1984)	Page I-25
I.19	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-25
I.20	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-25
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)	Page K-1
K.2	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-2
K.3	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-2
K.4	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)	Page K-4
K.5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)	Page K-4
K.6	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-5
K.7	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)	Page K-6
K.8	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	Page K-8
K.9	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	Page K-9
K.10	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)	Page K-9
K.11	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-10
K.12	RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)	Page K-10
K.13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)	

	(OCT 2000)	Page K-10
K.14	BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)	Page K-11
K.15	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-11
K.16	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-11
K.17	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-12
K.18	CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)	Page K-12
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-1
L.3	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-1
L.4	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-1
L.5	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-2
L.6	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-2
L.7	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)	Page L-3
L.8	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)	Page L-6
L.9	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-8
L.10	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-8
L.11	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-9
L.12	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-9
L.13	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-9
L.14	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)	Page L-9
L.15	UTILIZATION OF SMALL DISADVANTAGED BUSINESSES AND SMALL BUSINESSES AS SUBCONTRACTORS (RTP-L-1)	Page L-10
L.16	PROCUREMENT HISTORY (RTP-L-8)	Page L-10
L.17	EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (RTP-L-9)	Page L-10
L.18	INFORMATION REGARDING LOCATING RELEVANT DOCUMENTS ON THE INTERNET	Page L-11
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page M-1
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)	Page M-1
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)	Page M-1
STATEMENT OF WORK		Page 1-1

REPORTS OF WORK Page 2-1

INVOICE PREPARATION INSTRUCTIONS Page 3-1

QUALITY ASSURANCE SURVEILLANCE PLAN Page 4-1

QUALITY ASSURANCE/QUALITY CONTROL Page 5-1

SUBCONTRACTING PLAN OUTLINE Page 6-1

DELIVERY ORDER PROCESS Page 7-1

PE SAMPLES Page 8-1

ANALYSES BY SAMPLER TYPE Page 9-1

PAST PERFORMANCE QUESTIONNAIRE Page 10-1

CLIENT AUTHORIZATION LETTER Page 11-1

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED PRICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.216-135) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract:

BASE PERIOD: JULY 8, 2003 TO JULY 7, 2004

BASE Period Item	Item Description	Unit Price	Minimum Sample Quantity	Maximum Sample Quantity	Total Price (Unit Price X Max. Qty)
0001-1	PM 2.5 Gravimetric Mass	\$ _____	2,200	22,000	\$ _____
0001-2	Elemental Analysis by EDXRF	\$ _____	2,200	22,000	\$ _____
0001-3	Sulfate Analysis	\$ _____	2,200	22,000	\$ _____
0001-4	Nitrate Analysis	\$ _____	2,200	22,000	\$ _____
0001-5	Ammonium, and water-soluble sodium and potassium	\$ _____	2,200	22,000	\$ _____
0001-6a	Organic, elemental, and total carbon (STN)	\$ _____	2,200	22,000	\$ _____
0001-6b	Organic, elemental, and total carbon (IMPROVE)	\$ _____	2,200	22,000	\$ _____
0001-7	Semi-volatile organic aerosol analysis	\$ _____	3	30	\$ _____
0001-8a	Microscopic Analysis	\$ _____	1	15	\$ _____
0001-8b	Electron Microscopic Analysis	\$ _____	1	15	\$ _____
0001-9	Organic Denuder Refurbishment	\$ _____	5	50	\$ _____
0001-10	Nitric Acid Denuder Refurbishment	\$ _____	150	1,500	\$ _____
0001-11	Sodium Carbonate Denuder Refurbishment	\$ _____	300	3,000	\$ _____
0001-12	5 Year Archive of Samples	\$ _____	2,360	23,600	\$ _____

OPTION PERIOD I: JULY 8, 2004 TO JULY 7, 2005

Option Period I Item	Item Description	Unit Price	Minimum Sample Quantity	Maximum Sample Quantity	Total Price (Unit Price X Max. Qty)
0002-1	PM 2.5 Gravimetric Mass	\$ _____	2,200	22,000	\$ _____
0002-2	Elemental Analysis by EDXRF	\$ _____	2,200	22,000	\$ _____
0002-3	Sulfate Analysis	\$ _____	2,200	22,000	\$ _____
0002-4	Nitrate Analysis	\$ _____	2,200	22,000	\$ _____
0002-5	Ammonium, and water-soluble sodium and potassium	\$ _____	2,200	22,000	\$ _____
0002-6a	Organic, elemental, and total carbon (STN)	\$ _____	2,200	22,000	\$ _____

0002-6b	Organic, elemental, and total carbon (IMPROVE)	\$ _____	2,200	22,000	\$ _____
0002-7	Semi-volatile organic aerosol analysis	\$ _____	3	30	\$ _____
0002-8a	Microscopic Analysis	\$ _____	1	15	\$ _____
0002-8b	Electron Microscopic Analysis	\$ _____	1	15	\$ _____
0002-9	Organic Denuder Refurbishment	\$ _____	5	50	\$ _____
0002-10	Nitric Acid Denuder Refurbishment	\$ _____	150	1,500	\$ _____
0002-11	Sodium Carbonate Denuder Refurbishment	\$ _____	300	3,000	\$ _____
0002-12	5 Year Archive of Samples	\$ _____	2,360	23,600	\$ _____

OPTION PERIOD II: JULY 8, 2005 TO JULY 7, 2006

Option Period II		Unit	Minimum	Maximum	Total Price
Item	Item Description	Price	Sample Quantity	Sample Quantity	(Unit Price X Max. Qty)
0003-1	PM 2.5 Gravimetric Mass	\$ _____	2,200	22,000	\$ _____
0003-2	Elemental Analysis by EDXRF	\$ _____	2,200	22,000	\$ _____
0003-3	Sulfate Analysis	\$ _____	2,200	22,000	\$ _____
0003-4	Nitrate Analysis	\$ _____	2,200	22,000	\$ _____
0003-5	Ammonium, and water-soluble sodium and potassium	\$ _____	2,200	22,000	\$ _____
0003-6a	Organic, elemental, and total carbon (STN)	\$ _____	2,200	22,000	\$ _____
0003-6b	Organic, elemental, and total carbon (IMPROVE)	\$ _____	2,200	22,000	\$ _____
0003-7	Semi-volatile organic aerosol analysis	\$ _____	3	30	\$ _____
0003-8a	Microscopic Analysis	\$ _____	1	15	\$ _____
0003-8b	Electron Microscopic Analysis	\$ _____	1	15	\$ _____
0003-9	Organic Denuder Refurbishment	\$ _____	5	50	\$ _____
0003-10	Nitric Acid Denuder Refurbishment	\$ _____	150	1,500	\$ _____
0003-11	Sodium Carbonate Denuder Refurbishment	\$ _____	300	3,000	\$ _____
0003-12	5 Year Archive of Samples	\$ _____	2,360	23,600	\$ _____

OPTION PERIOD III: JULY 8, 2006 TO JULY 7, 2007

Option Period I		Unit	Minimum	Maximum	Total Price
Item	Item Description	Price	Sample Quantity	Sample Quantity	(Unit Price X Max. Qty)
0004-1	PM 2.5 Gravimetric Mass	\$ _____	1,100	22,000	\$ _____
0004-2	Elemental Analysis by EDXRF	\$ _____	1,100	22,000	\$ _____
0004-3	Sulfate Analysis	\$ _____	1,100	22,000	\$ _____
0004-4	Nitrate Analysis	\$ _____	1,100	22,000	\$ _____
0004-5	Ammonium, and water-soluble sodium and potassium	\$ _____	1,100	22,000	\$ _____
0004-6a	Organic, elemental, and total carbon (STN)	\$ _____	1,100	22,000	\$ _____

0004-6b	Organic, elemental, and total carbon (IMPROVE)	\$ _____	1,100	22,000	\$ _____
0004-7	Semi-volatile organic aerosol analysis	\$ _____	1	30	\$ _____
0004-8a	Microscopic Analysis	\$ _____	1	15	\$ _____
0004-8b	Electron Microscopic Analysis	\$ _____	1	15	\$ _____
0004-9	Organic Denuder Refurbishment	\$ _____	2	50	\$ _____
0004-10	Nitric Acid Denuder Refurbishment	\$ _____	75	1,500	\$ _____
0004-11	Sodium Carbonate Denuder Refurbishment	\$ _____	150	3,000	\$ _____
0004-12	5 Year Archive of Samples	\$ _____	1,180	23,600	\$ _____

OPTION PERIOD IV: JULY 8, 2007 TO JULY 7, 2008

Option Period I		Unit Price	Minimum Sample Quantity	Maximum Sample Quantity	Total Price (Unit Price X Max. Qty)
Item	Item Description				
0005-1	PM2.5 Gravimetric Mass	\$ _____	1,100	22,000	\$ _____
0005-2	Elemental Analysis by EDXRF	\$ _____	1,100	22,000	\$ _____
0005-3	Sulfate Analysis	\$ _____	1,100	22,000	\$ _____
0005-4	Nitrate Analysis	\$ _____	1,100	22,000	\$ _____
0005-5	Ammonium, and water-soluble sodium and potassium	\$ _____	1,100	22,000	\$ _____
0005-6a	Organic, elemental, and total carbon (STN)	\$ _____	1,100	22,000	\$ _____
0005-6b	Organic, elemental, and total carbon (IMPROVE)	\$ _____	1,100	22,000	\$ _____
0005-7	Semi-volatile organic aerosol analysis	\$ _____	1	30	\$ _____
0005-8a	Microscopic Analysis	\$ _____	1	15	\$ _____
0005-8b	Electron Microscopic Analysis	\$ _____	1	15	\$ _____
0005-9	Organic Denuder Refurbishment	\$ _____	2	50	\$ _____
0005-10	Nitric Acid Denuder Refurbishment	\$ _____	75	1,500	\$ _____
0005-11	Sodium Carbonate Denuder Refurbishment	\$ _____	150	3,000	\$ _____
0005-12	5 Year Archive of Samples	\$ _____	1,180	23,600	\$ _____

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders equivalent to at least the minimum sample quantity for each CLIN found in Section B.1 for each sample awarded. The minimum number of filter samples the Government is obligated to purchase is 18,220.

During the period specified in the "Ordering" clause, the Government is entitled to place orders equivalent to the maximum sample quantity for each CLIN found in Section B.1 for each sample awarded. The minimum number of filter samples the Government is entitled to purchase is 182,210.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Delivery/Task Orders issued by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_____ " dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of

directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG),

which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)

(a) The contract number shall be placed on/or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

(b) Ship deliverable items, except for reports, to:

Deliver address and instructions will be identified in each Deliver Order.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
[X] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[X] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[X] Other Equivalent: Example SOP's for Contract	<u>EPA QA/G6 "Guidance for the Preparation of Standard Operating Procedures (SOP's)</u>

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, DOPO/TOPO. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[X] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project</u>	Award of contract

<u>Plans (QA/R-5) [dated 03/20/02]</u>			
<input type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
<input checked="" type="checkbox"/>	Other Equivalent: All Relevant SOP's	EPA QA/G6, Guidance for Preparation of SOP's	<input checked="" type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, DOPO/TOPO.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

The location designated in each Delivery/Task order. The Delivery/Task Order Project Officer performing this function will be identified in each Delivery/Task Order.

E.4 ACCEPTANCE PERIOD

For this contract, EPA will provide final acceptance or rejection within sixty (60) days after receipt of total and complete deliverables for each type of sample analysis ordered.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files (by delivery/task order) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through 07/07/04 exclusive of all required reports.

F.5 PLACE OF CONTRACT PERFORMANCE (RTP-F-1)

Performance in or use of government facilities by the contractor is not authorized under this contract without the approval of the Contracting Officer. This approval will be in the form of a modification to the contract.

F.6 TIME OF DELIVERY

The contractor shall submit data in electronic format suitable for

delivery to the EPA and States for review and approval. Data reports and laboratory data validation checklists are to be submitted to the DOPO on a monthly basis for review and acceptance.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

To Be Identified at Contract Award

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager
	U.S. EPA
	Office of Small & Disadvantaged
	Business Utilization (1230C)

Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

1 copy

Mr. Jerry Dodson
U.S. EPA
Contracts Management Division, (E105-02)
Research Triangle Park, NC 27711

G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's

responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Delivery/Task Orders.

G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

THE GOVERNMENT IS NOT PROVIDING ANY EQUIPMENT

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

FILTERS WILL BE PROVIDED AS APPROPRIATE FOR ANALYSIS AS INDICATED IN EACH DELIVERY/TASK ORDER

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed

in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor shall not proceed with acquisition of facilities on behalf of the Government without written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,''' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules

shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the

inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.8 SPECIAL REQUIREMENTS FOR GOVERNMENT FURNISHED DATA

The Government will be providing filter samples for analysis. The Contractor assumes risk of and shall be responsible for any loss, destruction of, or damage to samples provided for analysis upon their delivery. As a consequence of any loss, destruction of, or damage to the samples, the Contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related to those samples. However, the Contractor is not responsible for samples properly consumed in the analysis. Upon loss, destruction of, or damage to the Government provided samples, the Contracting Officer may initiate an equitable adjustment or claim in favor of the Government.

The Government and all its designees shall have access at all reasonable times to the Contractor's premises where filter samples are received, stored, and analyzed.

G.9 PARTIAL PAYMENT

For sample analyses requiring filter and/or sample module preparation, the contractor can recover \$20 each for line items 1, 2, 3, 4, 5 and 6, where analysis/analyses were originally requested and are not performed at the direction and/or concurrence of the Delivery/Task Order Project Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The

contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,
4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
1--Major problems have been encountered
2--Some problems have been encountered
3--Minor inefficiencies/errors have been identified
4--Contractor is in compliance with contract requirements and/or delivers quality products/services
5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

0--Contractor is unable to manage costs effectively
1--Contractor is having major difficulty managing costs effectively
2--Contractor is having some problems managing costs effectively
3--Contractor is usually effective in managing costs
4--Contractor is effective in managing costs and submits current, accurate, and complete billings
5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

0--Contractor delays are jeopardizing performance of contract objectives
1--Contractor is having major difficulty meeting milestones and delivery

- schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written

recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.5 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for four (4) additional period(s) at any time up to sixty (60) days after the expiration date, provided that the Government has given the Contractor written notice sixty (60) days prior to exercising of such option. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount		Maximum Amount	
	Quantity	Dollars	Quantity	Dollars
Option Period I	18,220	\$.00	182,210	\$.00
Option Period II	18,220	\$.00	182,210	\$.00
Option Period III	9,110	\$.00	182,210	\$.00
Option Period IV	9,110	\$.00	182,210	\$.00

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	07/08/04	07/07/05
Option Period II	07/08/05	07/07/06
Option Period III	07/08/06	07/07/07
Option Period IV	07/08/07	07/07/08

H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor

agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including

this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.10 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.11 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.12 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager	TO BE DETERMINED AT CONTRACT AWARD
Quality Assurance Manager	TO BE DETERMINED AT CONTRACT AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting

Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.13 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.14 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 20 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.15 APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE (RTP-H-5)

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to delivery/task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a

particular delivery/task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to delivery/task orders which are included in the examples set forth in FAR 27.405(a) and also to other delivery/task orders specifically identified by the Contracting Officer.

H.16 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

	Estimated Amount of
Subcontractor	Total Potential Subcontract

TO BE DETERMINED AT CONTRACT AWARD

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED

		VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership

has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3 samples, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$1,000,000;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) days beyond the expiration date of the contract.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days.

I.8 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed

by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage-Fringe Benefits
Lab Technician	\$13.60 + 26%

I.10 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per

hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.11 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.12 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY

1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by close of business 10 days from solicitation issue date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.13 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(a) *Definitions.*

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted

Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia

proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any

other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government;

except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) (Reserved)

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.14 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE III (JUN 1987)

(a) DEFINITIONS.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or

pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) ALLOCATIONS OF RIGHTS.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in- -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided

otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) COPYRIGHT.

(1) DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if

included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) REMOVAL OF COPYRIGHT NOTICES. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) RELEASE, PUBLICATION AND USE OF DATA. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) UNAUTHORIZED MARKING OF DATA.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this

subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) OMITTED OR INCORRECT MARKINGS.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) PROTECTION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) (Reserved)

(3) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under Government contract No..... (and subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be--

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of

this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE
SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No..... (and subcontract....., if appropriate) with (name of Contractor and subcontractor)."

(End of Notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-- rights reserved under the Copyright Laws of the United States."

(h) SUBCONTRACTING. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) RELATIONSHIP TO PATENTS. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.15 FEDERAL, STATE, AND LOCAL TAXES (FAR 52.229-3) (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the

contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

I.16 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the

prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TO BE DETERMINED AT CONTRACT AWARD

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating

to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against

the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED AT CONTRACT AWARD

I.17 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy

its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.18 WARRANTY OF SERVICES (FAR 52.246-20) (APR 1984)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 60 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.19 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.20 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
-----	-----
1	STATEMENT OF WORK
2	REPORTS OF WORK
3	INVOICE PREPARATION INSTRUCTIONS
4	QUALITY ASSURANCE SURVEILLANCE PLAN
5	QUALITY ASSURANCE/QUALITY CONTROL
6	SUBCONTRACTING PLAN OUTLINE
7	DELIVERY ORDER PROCESS
8	PE SAMPLES
9	ANALYSES BY SAMPLER TYPE
10	PAST PERFORMANCE QUESTIONNAIRE
11	CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is \$6 million in average annual receipts over the preceding three fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its

offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33;

or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.14 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.18 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)

A. Congressional district for offeror's place of business (as noted on the SF1411):

Congressional district for offeror's place(s) of performance:

B. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity Firm-Fixed-Price contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Robert D. Flowers

Hand-Carried Address:

Environmental Protection Agency
4930 Old Page Road
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency
RTP Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.7 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)
(AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit **Agency**:-----

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts	\$ _____
Government fixed-price prime contracts and subcontracts ...	\$ _____
Commercial Sales.....	\$ _____
Total Sales.....	\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year..... \$ _____

Total Sales for Second Preceding Fiscal Year..... \$ _____

(g) Is company a separate rate entity or division?..

Yes _____

No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost

Estimating System:		
Job Order.....	-----	-----
Process.....	-----	-----

Accumulating System:		
Job Order.....	-----	-----
Process.....	-----	-----

Has your cost estimating system been approved by any Government **agency**?
 Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?
 Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation

Fringe Benefits.....	-----	-----

Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.8 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.

- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.9 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.10 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government

auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.11 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 0%

(b) 8(a) Program: Not Applicable

L.12 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.13 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.14 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.15 UTILIZATION OF SMALL DISADVANTAGED BUSINESSES AND SMALL BUSINESSES AS SUBCONTRACTORS (RTP-L-1)

The Federal Acquisition Regulation (FAR) 19.702 - SUBCONTRACTING requires that in all negotiated acquisitions which are expected to exceed \$500,000 (\$1,000,000 for construction) and that have subcontracting possibilities the successful offeror must submit an acceptable subcontracting plan utilizing small and disadvantaged businesses unless the offeror is a small business firm. Once subcontracting possibilities are determined, the prime contractor must aggressively seek out small disadvantaged firms and small firms who can be utilized as subcontractors. Negotiations must begin early in the process in order to include these firms as a part of the total team. Upon determining the area(s) to be subcontracted, the offerors may contact one of the following to obtain information available to EPA on small disadvantaged business and small business sources:

1. Socio-Economic Program Officer
U.S. Environmental Protection Agency
1921 Jefferson Davis Highway
Crystal Mall, Building No. 2
Arlington, Virginia 20460
2. Small Business Specialist
U.S. Environmental Protection Agency
E105-02
Research Triangle Park, N.C. 27711

L.16 PROCUREMENT HISTORY (RTP-L-8)

This requirement is a follow-on to Contract No. 68D99013 with Research Triangle Institute which expires on July 7, 2003.

L.17 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (RTP-L-9)

In reviewing offerors' subcontracting plans submitted in accordance with the provision entitled, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," (FAR 52.219-8) and FAR 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," EPA will use its own goals as an agency guideline. The breakout is as follows:

Percent of Subcontract Dollars Awarded	
Awards to Small Businesses	50%
Awards to Small Disadvantaged Businesses	20%
Awards to Women-Owned Businesses	6%
Awards to HUBZones	2.5% - 2002
	3% - 2003 and each year thereafter
Awards to Service Disabled Veterans	1%

These goals are not intended to be mandatory; however, offerors are encouraged

to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

A subcontracting plan format, which can be found on the internet at http://www.epa.gov/oam/rtp_cmd under the heading "Forms", can be utilized as a guide to assist offerors in preparation of subcontracting plans.

L.18 INFORMATION REGARDING LOCATING RELEVANT DOCUMENTS ON THE INTERNET

1. EPA OA/R-2, EPA Requirements for Quality Management Plan (QMP),
["http://www.epa.gov/quality1/qa_docs.html"](http://www.epa.gov/quality1/qa_docs.html)
2. EPA QA/R-5, EPA Guidance for Quality Assurance Project Plans,
["http://www.epa.gov/quality1/qa_docs.html"](http://www.epa.gov/quality1/qa_docs.html)
3. EPA QA/G6, Guidance for the Preparation of Standard Operating Procedures,
["http://www.epa.gov/quality1/qa_docs.html"](http://www.epa.gov/quality1/qa_docs.html)
4. a) Performance Audit Standard Operating Procedures for IMPROVE Sampler and Technical System Audit Form
 b) Performance Audit Standard Operating Procedures for PM 2.5 Speciation Samplers and
 c) Technical System Audit Form
 d) Copies of photographs and schematics of PM 2.5 samplers
["http://www.epa.gov/ttn/amtic/pmspec.html"](http://www.epa.gov/ttn/amtic/pmspec.html)
5. Determination of Metals in Ambient Particulate Matter Using X-Ray Fluorescence (XRF) Spectroscopy (Compendium Method IO-3.3)
["http://www.epa.gov/ttn/amtic/files/ambient/inorganic/mthd-3.3.pdf"](http://www.epa.gov/ttn/amtic/files/ambient/inorganic/mthd-3.3.pdf)
6. As a general reference, EPA Directive 2185 entitled "Guidelines for Good Automated Laboratory Practices" can be found at
["http://www.epa.gov/irmpoli8/irm_galp/"](http://www.epa.gov/irmpoli8/irm_galp/)
7. a) Anion Analysis for the PM2.5 Chemical Speciation QA Program
 b) Cation Analysis for the PM2.5 Chemical Speciation QA Program
 c) Carbon Analysis for the PM2.5 Chemical Speciation QA Program
<http://www.epa.gov/narel/oaqps.html>
8. If you wish, you can also link directly to each QA file:
http://www.epa.gov/narel/sops/sop_pm2.5_anion.pdf (anion)

http://www.epa.gov/nare1/sops/sop_pm2.5_cation.pdf (cation)
http://www.epa.gov/nare1/sops/sop_pm2.5_carbon_rev1.pdf (carbon)

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are less important than cost or price.

(b) Evaluation factors and significant subfactors to determine the quality of product or service:

Technical Evaluation Criteria

Proposals will be evaluated and prospective Contractor will be selected based principally on the following criteria listed in order of descending importance:

I. Technical Approach

40 points

Demonstrated technical approach to the Statement of Work (SOW). This should include a statement of the methods the offeror plans to utilize in the performance of SOW requirements in meeting program objectives. The offeror's technical approach should be specific, detailed, and complete. It should clearly and fully demonstrate that the offeror understands the requirements for the technical problems inherent in the end objectives involved, together with valid and practical solutions for the problems.

Simply stating that you understand and will comply with the statement of work, or paraphrasing the statement of work or parts thereof, is considered inadequate. For example, standard operating procedures (SOPs) referenced in the technical proposal must be included as an Appendix to the technical proposal. Failure to provide copies of these SOPs shall be negatively reflected in the evaluation of this criteria. It is recognized that all of the technical factors cannot be detailed in advance, but the technical proposal must contain sufficient detail as to how offerors propose to comply with the work statement, including a full explanation of the techniques and procedures the offeror proposes to follow. Data previously submitted and incorporated in the technical proposal by reference cannot be considered. The following are considered to be of equal importance.

(1) Laboratory Analysis

a. Demonstrated adequacy of facilities and equipment for performing required analyses in accordance with the requirements of the statement of work. Similar information must be included for any proposed subcontractors.

(2) Data Handling

a. Demonstrated adequacy of procedures for data reduction and validation (mass determination, corrections for artifacts, data summary reports) and adequacy of proposed approach for data base management.

II. Past Performance

25 points

Demonstrated successful past performance of the offeror as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three (3) years and those currently in process for similar work, i.e., prior analysis experience and field experience in a similar program. NOTE: If an offeror has no available past performance, a neutral rating will be assigned for the past performance criteria.

Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity
- (b) Contract number

- (c) Contract title
- (d) Contract type
- (e) Brief description of contract or subcontract and relevance to this requirement
- (f) Total contract value
- (g) Period of performance
- (h) Contracting officer, telephone number, and e-mail address (if available)
- (i) Program manager/project officer, telephone number, and e-mail address
- (j) Administrative Contracting Officer, if different from (h) above, telephone number, and e-mail address (if available)
- (k) List of subcontractors (if applicable)

III. Quality Assurance

15 points

Demonstrated adequacy of the following, which will be considered equally:

(1) Corporate Quality Assurance Program Plan/Quality Management Plan

The technical proposal should include as an appendix, a copy of the offeror's corporate Quality Assurance Program Plan/Quality Management Plan (QMP). The Plan shall meet the requirements in EPA A/R2 titled "EPA Requirements for Quality Management Plans." Appended to that plan shall be similar plans prepared by every subcontractor proposed in response to this solicitation.

(2) Quality Assurance Project Plan Outline for this Solicitation

The technical proposal should include an outline of the offeror's proposed project specific Quality Assurance Project Plan (QAPP) which will be prepared in accordance with EPA A/R-5 titled "EPA Requirements for Quality Assurance Project Plans."

(3) Example Standard Operating Procedures (SOPS)

The technical proposal should contain examples of the SOPS, in accordance with EPA A/G6 titled "Guidance for the Preparation of Standard Operating Procedures (SOPs), to be used during this project.

IV. Qualifications of personnel

15 points

Demonstrated qualifications of the project team proposed for the accomplishment of the objectives of this SOW. The information provided should include a discussion of the composition of the project group and individuals, general qualifications, recent experience with similar equipment or programs, and the position of the group within your overall organization. Include a chart identifying the portion of the overall organization assigned to this project. The chart should list the job categories of personnel proposed and specifically identify the assignments of the key personnel to the project. Also, identify any subcontractors and their key personnel and relationship of

their organization to the offeror in performance of the SOW.

The technical proposal should specify those direct technical supervisors and other technical personnel considered key to the successful accomplishment of the solicitation and designated for work should the offeror be awarded a contract. The proposal should also indicate the percentage of the total time each individual will be available for this program. It is essential that concise resumes be included for each of the key personnel describing their education, background, recent experience and scientific or technical accomplishments.

V. Technical Management

5 points

Demonstrated technical management approach. Describe the organization and the management methods the offeror proposes to utilize for technical management of the effort you are proposing. The description of the proposed technical management approach must convincingly demonstrate an understanding of the requirements, identify potential problems, and address the following considerations, which will be considered equally:

- a) Discuss how technical management will participate in the identification of potential problems during contract performance and describe their experience in resolving problems encountered in similar situations.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK**ANALYTICAL LABORATORY SUPPORT FOR THE CHEMICAL SPECIATION OF PM_{2.5} FILTER SAMPLES****I. Background and Introduction**

On July 18, 1997, the U.S.EPA promulgated the new national Ambient Air Quality Standards (NAAQS) for particulate matter (PM). The regulations are detailed in 40 CFR Parts 50, 53, and 58. The NAAQS apply to the mass concentration of particles with aerodynamic diameters lower than 2.5 μm (PM_{2.5}) and 10 μm (PM₁₀). The NAAQS specify:

- Twenty-four hour average PM_{2.5} not to exceed 65 $\mu\text{g}/\text{m}^3$ for a three year average of annual 98th percentiles at any population-oriented monitoring site in a Metropolitan Planning Area (MPA).
- Three year annual average PM_{2.5} not to exceed 15 $\mu\text{g}/\text{m}^3$ concentrations from a single community-oriented monitoring site or the spatial average of eligible community exposure sites in a MPA.
- Twenty-four hour average PM₁₀ not to exceed 150 $\mu\text{g}/\text{m}^3$ for a three year average of annual 99th percentiles at any monitoring site in a monitoring area.
- Three-year average PM₁₀ not to exceed 50 $\mu\text{g}/\text{m}^3$ for three annual average concentrations at any monitoring site in a monitoring area.

The deployment of a new PM_{2.5} monitoring network is a critical component in the national implementation of the new PM_{2.5} NAAQS. The ambient data from this network drives an array of regulatory decisions, ranging from designating areas as attainment or nonattainment, to developing cost-effective control programs and tracking the progress of such programs.

Data derived from the PM_{2.5} monitoring network include both aerosol mass measurements and chemically-resolved or speciated data. Mass measurements are used principally for PM_{2.5} NAAQS comparison purposes in identifying areas that meet or do not meet PM_{2.5} NAAQS, and in supporting designation as attainment or non-attainment. Chemically-resolved data serve the implementation needs associated with developing emission mitigation approaches to reduce ambient aerosol levels. These needs include emission inventory and air quality model evaluation, source attribution analysis, and tracking the success of emission control programs. These resolved chemical measurements also provide support for regional haze assessments.

The *Federal Register* described the initiation of a PM_{2.5} chemical speciation network of approximately 50 Trends sites within the National Air Monitoring Stations (NAMS) for routine speciation monitoring. Twenty-five of the monitors were to be collocated with the Photochemical Assessment Monitoring Stations (PAMS) component of NAMS, with the remaining 25 sites selected in coordination among the EPA, Regional Office Administrators and the States. Speciation samples are collected every three days at the NAMS sites.

In addition to the Trends sites, approximately 225 additional speciation monitoring sites have been deployed as part of State and Local Agency Monitoring and Tribal Monitoring Site networks (SLAMS). The sample frequency at these sites vary, depending upon the specific data application requirements developed by the individual States. Typically, these sites sample on a one in six day frequency but Agencies and Tribes can adjust the number of sites and sampling frequencies according to their individual needs. For example, some areas may choose to focus on episodes or specific seasons, such as a winter-time wood smoke problem. Retaining a minimum of 50 core sites for consistency across space and time for long term trends allows other sites to address regional and local issues. EPA does not believe that a single nationwide approach to speciation sampling and analysis is the best approach everywhere. The target analytes of interest from these samples are similar to those currently measured within the Interagency Monitoring of Protected Visual Environments (IMPROVE) program and consist of an array of cations, anions, carbon, elements, and semi-volatile organic particles. Each series of analytes requires sample collection on the appropriate filter medium to allow chemical analysis with methods of adequate sensitivity. The EPA expects that most sites will follow a sampling and analysis program similar to the Trends sites; however, alternative speciation approaches are considered on a case-by-case basis through negotiation with appropriate EPA Regional Offices and OAR Headquarters in Washington, D.C..

Physical and chemical speciation data can be used to support several areas of need which include:

- Using speciation data as input to air quality modeling and emissions inventories evaluations.
- Understanding the effects of atmospheric constituents on visibility impairment and regional haze.
- Using the speciated particulate data to aid in monitoring network design and siting adjustment.
- Aiding in source attribution analyses, trends, and providing data to assess the effectiveness of control and attainment strategies.
- Correlating speciation data with mass concentrations at sites where $PM_{2.5}$ mass and speciation monitors are collocated to obtain additional information about species that contribute to total mass measurements.
- Aiding the interpretation of health studies by evaluating the potential linkage of health effects to $PM_{2.5}$ constituents.

The Federal Reference Method/Federal Equivalent Method (FRM/FEM) $PM_{2.5}$ sampler is not adequate for collecting all aerosols needed for chemical characterization. The design of the FRM/FEM samplers and their deployment in a community-oriented monitoring network are based on the need to produce data comparable with those health studies underlying the development of the $PM_{2.5}$ NAAQS. The FRM, built with many design-specified components, conceptually is similar to samplers used in the health studies supporting the $PM_{2.5}$ NAAQS.

However, the FRM/FEM filter collection medium is not adequate for collecting aerosols in a manner needed for the required chemical analyses. Ambient aerosols are complex multi-phase(semivolatile, liquid, solid) mixtures composed of various chemical constituents which vary across particle size ranges. Sampling for these aerosols can be subject to various positive and negative artifacts.

For example, the FRM design with a Teflon® filter does experience loss of volatile constituents (i.e., release of nitric acid vapor from particulate ammonium nitrate), which can be more completely captured by other sampling approaches. Because the FRM/FEM PM_{2.5} samplers do not provide full chemical characterization of ambient aerosols, alternative approaches are used for speciation sampling. Filters are the most commonly used collection substrates for sampling atmospheric aerosols for measuring composition. Sampling times vary with ambient loadings, sampling rates, substrate blanks, and analytical sensitivities, but typically vary from several hours in urban areas, to a day or more under clean background conditions. While filter samplers are relatively inexpensive, they typically require manual operation. Also the number of filters that must be analyzed in a monitoring network can be large.

To meet the chemical speciation objectives within the National PM_{2.5} Monitoring Network, several sampler designs are available for use within State and Local air monitoring networks. Each design has the capability to collect a PM_{2.5} ambient sample by using multiple filter substrates appropriate for chemical analysis of selected analytes. A list of current speciation sites and sampler types is attached. While this list may be accurate and complete as of the date of the EPA's solicitation for this effort, the specific sites and distribution of samplers will likely change and continuously evolve throughout the life of this contract.

The following is a description of chemical speciation monitor configurations that may be used for both NAMS and non-NAMS sites. Refer to the website at "www.epa.gov/ttn/amtic/files/ambient/pm25/spec/pm25pict.pdf" for schematics and pictures of the various sample types.

a) IMPROVE

Each IMPROVE sampling module consists of an inlet stack; a cyclone to provide particle size cut based on flow rate; filter media for sample collection; a mechanism to provide the proper flow rate for the desired size cutoff; a vacuum pump to produce the flow; and solenoids for exposing two filters. IMPROVE samplers consist of several parallel modules and a common controller. A programmable clock, in one of the filter modules or in a separate module, controls pump and solenoid switching for all filter modules. The pump(s) is housed separately. Each of three modules utilizes a cyclone operating at a flow rate of 22.7 L/min to provide for a cut point of 2.5µm.

One PM_{2.5} module uses a PTFE membrane filter to collect aerosols for mass measurement and subsequent analysis for trace elements. A second module is equipped with a denuder and nylon filter to measure total particulate nitrate, anions and cations. The third module contains two pre-fired quartz-fiber filters in series to measure organic and elemental carbon on the first filter and to assess the extent of organic artifacts on the backup filter.

IMPROVE samplers have historically been used at regional background and transport sites to fulfill State and Local Air Monitoring Stations (SLAMS)

requirements. They were developed to quantify PM chemical components that affect visibility at Federal Class I areas that include national parks, national monuments, and wilderness areas.

b) Mass Aerosol Speciation Sampler (MASS)

The MASS consists of two stand-alone samplers. These samplers are identical except the MASS400 has a coated denuder followed by a two stage Teflon® and nylon filter pack, while the MASS450 has a single stage quartz filter pack. On the MASS 400 the air stream travels through the coated denuder which removes HCl, HNO₂, HNO₃, SO₂, and NH₃. The remaining particulate passes through a 46.2-mm PTFE-filter which is analyzed for mass, elements, anions and cations. The PTFE filter is followed by a nylon filter which captures volatilized nitrate. The MASS 450 is designed for collection of carbon species. The MASS 450 may be retrofitted with a XAD-4 denuder and a PUF/XAD-4 sorbent trap to collect semi-volatile organic aerosols as the technology develops.

To obtain the fine particulate matter, the sample air inlet particle size separator is as specified in 40 CFR Part 50 Appendix L and identical to the FRM Well Impactor Ninety-six (WINS). This provides an identical cut point and efficiency curve. These samplers use active volumetric flow rate control which is designed to meet FRM specifications and, therefore, has the same accuracy of flow as an FRM sampler. One modification of the inlet is the annular denuder, which is placed between the PM head and WINS inlet.

c) Reference Ambient Air Sampler (RAAS™)

Ambient air is pulled through a wind direction and speed insensitive inlet and through an inert inlet line that is insulated from direct heating by the sun. The inlet has no size selective function. The air then passes through a stainless steel manifold on to AIHL-design cyclone separators which remove coarse particles with diameters larger than 2.5 µm. The cyclone functions reliably without the use of oil or other bounce prevention agents. All inlet, manifold, connector and cyclone parts are fabricated from polytetrafluoroethylene (PTFE)-coated aluminum.

The air stream from the cyclone, containing only fine particles and gases, is split between separate low-volume filter holder assemblies. The flow rate through each filter holder can be changed if a different sampler configuration flow rate is desired for special studies. In normal sampling, the combined flow rate to both filter holder assemblies is 24 liters per minute, which is divided into one 16.7 and one 7.3 liter per minute subdivisions.

Fine particles are collected on standard 46.2-mm diameter PTFE filters for mass and subsequent chemical analysis. PTFE filters are used because samples intended for X-ray fluorescence analysis may be placed in a vacuum chamber during analysis leading to the expected loss of volatile aerosol components, thereby making it desirable to use a second PTFE filter for analysis of ionic species.

Particles are also collected on a quartz fiber filter from which carbonaceous species can be measured by thermal optical analysis. If semi-volatile species are to be determined, a diffusion denuder coated with XAD to remove gaseous semi-volatile organics from the incoming air stream and a

backup trap using polyurethane foam (PUF) or XAD resin to capture any semi-volatile organic components evaporating from the particulate captured on the filter may be used.

Lastly, a nylon filter is located downstream from a coated diffusion denuder. As in the MASS, the diffusion denuder removes nitric acid vapor and other vapors from the air stream while allowing fine particulate nitrate to pass through the denuder; then the nylon filter captures the fine particulate nitrate. The nylon filter is used because it has a high affinity for nitric acid. The nitrate content of any particulate ammonium nitrate (NH_4NO_3) that dissociates during sampling will be retained by the nylon filter. This filter is analyzed for all cation and anion species.

d) Spiral Ambient Speciation Sampler (SASS™)

This sampler contains parallel sample cassettes with a sharp-cut cyclone inlet. Each cassette has its own $\text{PM}_{2.5}$ inlet, denuder (if applicable), and tandem filter holder. The cassettes are mounted in an aspirated radiation shield that maintains the sampler temperature close to ambient. Cassette inlets point downward. The sampling head has independent sampling channels, each operated at a sample flow rate of about 6.0 liters per minute. The cyclone particle separator does not require the use of grease or oil anti-bounce agents.

The denuder is a multi-cell configuration made of coated aluminum. As with the other samplers discussed above, these denuders remove interfering gases but are not designed to be extracted for direct analysis.

The cassettes provided with the sampler can be used in multiple configurations. For the routine speciation trends program, the suggested configuration incorporates a:

- ▶ Teflon® filter for mass and trace elements;
- ▶ denuder followed by a nylon filter for particulate nitrate and ions; and
- ▶ quartz filter for carbon.

Any cassette can be configured with one or two filters or a denuder followed by one or two filters. The filter cassette temperature is monitored and the data logged. The fan aspirated solar radiation shield houses the five individual cassettes and maintains the cassette filter temperature during a sample event to less than 5°C above ambient temperature. A shielded ambient temperature sensor mounted to the control module logs the ambient temperature.

e) Single Channel $\text{PM}_{2.5}$ Federal Reference Method (FRM)

Single channel (single inlet assembly and filter medium), FRM samplers are not expected to be routinely used in speciation sampling. A designated FRM or FEM sampler, operated with the appropriate filter media, can be used to collect a sample that may be subsequently analyzed for the targeted chemical species on that filter media. This may be needed in cases where chemical speciation analyses are performed on a Teflon® filter, after gravimetric analyses determined a high fine particulate loading. In the case of a Teflon® filter media, the sample can be analyzed for trace elements. The single channel sampler could also be used with a nylon or quartz filter to collect fine particulate for other targeted chemical species. This may occur on days when the FRM sampler is not scheduled to operate.

The FRM sampler, when used with the appropriate filter type, may be used for chemical speciation. For example, three collocated FRM samplers could be used, one sampler each with a Teflon®, nylon, and quartz filter. Alternatively, a uniquely designed sampler could be used to capture fine particulate on nylon and quartz filters, and a FRM sampler used to capture fine particulate on a Teflon® filter.

II. Objective

The purpose of this contract is to assist State and Local agencies in the operation of PM_{2.5} chemical speciation monitoring networks by providing filter media and analytical support for the analysis of sampler filters for mass, elemental concentrations (Na through Pb), total, organic and elemental carbon, anions (ammonium, sodium, potassium) and cations (sulfate and nitrate). The contractor shall also be required to analyze selected quartz filter samples for semi-volatile organic aerosols. Each sampling site will produce a set of filters for each sampling event that must be analyzed for the complete group of analytes. In addition, the contractor shall provide support services, when ordered, for both optical and electron microscopic analyses of selected filter samples. Electron microscopic analyses may also be required to be coupled with elemental particle analyses when ordered. The contractor shall be responsible for the preparation and refurbishment of denuder devices and adsorbent traps, filter pretreatment and the shipment and receipt of filters, traps, and denuders to and from the field. The contractor is responsible for providing the associated QA, QC, data validation, computation, and reporting of results into Air Information Retrieval Systems/Air Quality System (AQS). Also, the Contractor shall store filters and extract solutions that contain filters from the Speciation Trends Network (STN) and the SLAMS speciation network as described in Section 10 of the Statement of Work. The contractor shall maintain the technical capability to perform the required analytical services issued through delivery orders and maintain an acceptable level of personnel, equipment and related systems.

III. Program Structure

The contractor shall designate a Services Program Manager (SPM) for work performed under this contract. The SPM shall be responsible for the performance of work issued under this contract in accordance with the terms of the contract. The SPM shall provide information on the status and progress of laboratory services requests to the Project Officer (PO) and Delivery Order Project Officer (DOPO) as needed and submit contract-required reports to the PO/DOPO. The SPM shall notify the PO/DOPO regarding any problems encountered in the performance of work and implement PO/DOPO guidance in the resolution of problems. The SPM shall be responsible for maintaining technical and financial integrity in performance of the requested services, in accordance with EPA-issued delivery orders and contract terms and conditions. Attachment 7 of this solicitation illustrates the sample analysis delivery order process.

Analytical needs requests are initially submitted by a state to the corresponding EPA Regional Speciation Coordinator (RSC). The RSC consolidates all analytical requests received from states within their Region and submits them to the appropriate EPA DOPO. The DOPO, in turn, consolidates analytical requests from several Regions. The Contracting Officer, as necessary will issue delivery orders to the Contractor's Laboratory. The Contract Laboratory prepares the appropriate filter media for sampling and delivers the media to the appropriate state. After sample collection, the state returns the samples

along with sampler information to the Contract Laboratory. In addition, selected field quality assurance samples will be collected by the states and submitted to an appropriate EPA Region QA laboratory for analysis. The Contract Laboratory performs analysis, Level 0 and Level 1 data validation on all data sets and enters the data into the AQS. After Level 1 validation and AQS data entry has been completed, the contractor submits the data sets in electronic format to the appropriate state requesting service. After each data set is submitted to the state, the contractor submits copies of the Level 1 data validation checklists and hard copies of the monthly analytical data reports to the appropriate EPA DQPO for review, acceptance, and recommendation for payment to the PO.

Statement of Work

The contractor shall perform work as authorized through the issuance of delivery orders. Attachment 7 of this solicitation illustrates a typical sequence of activities and processes involved with filter preparation, shipment to the field, receipt, analysis, and data acquisition. This flow diagram serves as a reference summary of activities required within the Statement of Work. Depending on the specific speciation sampler design used to collect the samples, there will be some variability in the flow diagram dealing with target analyte/filter media combinations. The contractor shall provide the following:

1. Purchase and presampling treatment of all required filter media;
2. Purchase of any sorbents, reagents, and materials for refurbishing speciation sampler denuders and/or organic sorbent modules;
3. Appropriate shipping containers and shipment of all filter media and refurbished denuders/sorbent traps to the requesting state/local agency, including field blanks and trip blanks; Preparation, shipment, and receipt/refurbishment of all sample modules.
4. Sample analysis and analyses of all laboratory quality control samples, blanks, calibration standards and performance evaluation samples;
5. All sampling and analysis data documentation including: chain of custody forms, sample analysis worksheets, Level 0 and Level 1 data validation checklists, and monthly and semi-annual data summary reports. All data validated through Level 1 shall be reported in both electronic and hard copy format and include data entry in AQS

The contractor shall perform work as delineated in the following performance areas:

Laboratory Analysis

1. PM_{2.5} Gravimetric Mass.

The contractor's responsibilities shall include, but not necessarily be limited to:

- a) Purchase and prepare all suitable filter media for each speciation sampling system.
- b) Pre-weigh Teflon® filters prior to sending to sites for PM_{2.5} mass

and chemical elements sample collection; establish laboratory blanks (10% of filters will be blanks).

- c) Post-weigh Teflon® filters upon receipt and report gravimetric PM_{2.5} mass.
- d) The weight of PM_{2.5} as determined on the Teflon® filters shall be obtained using the procedures outlined in EPA's document "Quality Assurance Guidance Document 2.12: Monitoring PM_{2.5} in Ambient Air Using Designated Reference or Class I Equivalent Methods". This document can be found on the following web site: "<http://www.epa.gov/ttn/amtic/amticpm.html>".

2. Elemental Analysis by EDXRF.

The contractor shall perform non-destructive elemental analysis of all Teflon® filters by x-ray energy dispersive x-ray fluorescence spectroscopy (EDXRF).

- a) Elements to be routinely included in the analysis are shown in the table indicated below.
- b) Sensitivities and detection limits shall be indicated for each of the above listed elements. However, special consideration will be given to sensitivity levels of the following elements:

Al, Si, Cl, K, Ca, V, Fe, Ni, Cu, Zn, As, Se, Br, and Pb.
- c) Matrix corrections for all particle size and loading effects shall be accounted for.
- d) All samples shall be stored and archived in a way that will not allow contamination of filter media at detectable levels. Detectable levels are defined to be consistent with the sensitivity of the proposed analysis technique.

Elements to be Measured by EDXRF

ELEMENTS		
Sodium	Nickel	Tin
Magnesium	Copper	Antimony
Aluminum	Zinc	Cesium
Silicon	Gallium	Barium
Phosphorous	Arsenic	Lanthanum
Sulfur	Selenium	Cerium
Chlorine	Bromine	Samarium

ELEMENTS		
Potassium	Rubidium	Europium
Calcium	Strontium	Terbium
Scandium	Yttrium	Hafnium
Titanium	Zirconium	Tantalum
Vanadium	Niobium	Wolfram
Chromium	Molybdenum	Iridium
Manganese	Silver	Gold
Iron	Cadmium	Lead
Cobalt	Indium	

3. Sulfate Analysis

The contractor shall perform analysis of nylon and/or Teflon® filters, as appropriate, for sulfate ions.

- a) The contractor shall purchase nylon filters and ship filters to and from the field. These filters shall include laboratory blanks, field blanks, and quality assurance filters to be analyzed in addition to the field samples.
- b) The contractor shall extract sulfate ions from all filters using a standard method specified by the Standard Operating Procedures (SOP) that is shown to be quantitatively reproducible and with analyte recoveries of at least 97% efficient for filters analyzed in the contractor's laboratory.
- c) The contractor shall analyze the extracted solutions for sulfate ions using standard methods and ion chromatography. Such analyses shall include extracts from blanks as well as actual field samples, and shall be supported by quality control analyses including replicate analyses in accordance with the frequency and level of quality control outlined in the contractor's technical proposal.

4. Nitrate Analysis

The contractor shall perform analysis of nylon and/or Teflon® filters, as appropriate, for nitrate ions.

- a) The contractor shall purchase nylon filters and ship filters to and from the field. These filters shall include laboratory blanks, field blanks, and quality assurance filters to be analyzed in addition to the field samples.

- b) The contractor shall extract nitrate ions from all filters using a standard method specified by the SOP that is shown to be quantitatively reproducible and with analyte recoveries of at least 97% efficient for filters analyzed in the contractor's laboratory.
- c) The contractor shall analyze the extracted solutions for nitrate ions using standard methods and ion chromatography. Such analyses shall include extracts from blanks as well as actual field samples, and shall be supported by quality control analyses including replicate analyses in accordance with the frequency and level of quality control outlined in the contractor's technical proposal.

5. Ammonium, and water soluble sodium and potassium

The contractor shall analyze the nylon or Teflon® filter, as appropriate for ammonium, sodium, and potassium ions.

- a) The contractor shall extract ammonium, sodium, and potassium ions from nylon or Teflon® filters, as appropriate, using a standard method specified by the SOP that is shown to be quantitatively reproducible and at least 97% efficient for filters analyzed in the contractor's laboratory.
- b) The contractor will analyze the extracted solutions for ammonium, sodium, and potassium ions using standard methods and ion chromatography. Such analyses shall include extracts from blanks as well as actual field samples, and shall be supported by quality control analyses including replicate analyses in accordance with the frequency and level of quality control as outlined in the contractor's technical proposal.

6. Total, organic, and elemental carbon

The contractor shall analyze a portion of the quartz fiber filter for total, elemental, and organic carbon.

- a) The contractor shall purchase and prefire quartz filters and ship the filters to and from the field. The contractor shall include laboratory blanks, field blanks, and quality assurance filters to be analyzed in addition to the field samples.
- b) The contractor shall analyze each quartz filter for evolved carbon over the temperature ranges specified in the Standard Operating Procedures. The contractor shall provide for the analysis of filters using the IMPROVE method as described by the SOP provided on the IMPROVE web site at:
["http://vista.cira.colostate.edu/improve/Publications/IMPROVE_SOPs.htm"](http://vista.cira.colostate.edu/improve/Publications/IMPROVE_SOPs.htm) and provide for the analysis of filters using the STN method as described by the SOP provided at:
["http://www.epa.gov/narel/sops/sop_pm2.5_carbon_rev1.pdf"](http://www.epa.gov/narel/sops/sop_pm2.5_carbon_rev1.pdf)

The contractor shall be prepared to provide either or both the IMPROVE and STN method of carbon analysis. The contractor shall

also analyze laboratory blanks, trip blanks, field blanks and backup filters using the standard procedures in accordance with the frequency and level of quality control outlined in the contractor's technical proposal. The contractor shall separate the carbon components into subgroups according to the temperature of combustion.

7. Semi-volatile organic aerosol analysis

The contractor shall analyze selected quartz fiber or teflon filters and back-up sorbent traps for semi-volatile organic aerosol compounds using an extraction procedure which can accommodate multiple filters. In instances where multiple filters are combined for analyses the contractor will be reimbursed for only one unit.

- a) The contractor shall extract semi-volatile organic aerosol compounds from the filters and back up sorbent traps. Target analytes to be quantitated for routine analysis are given in the table below. When requested, several filters may be combined for extraction to yield a more concentrated extract solution.
- b) The contractor shall analyze the extracts for semi-volatile organic aerosol compounds using GC/MS methodology as described in Schauer et al. (Reference: Paper entitled "Source Apportionment of Airborne Particulate Matter Using Organic Compounds as Tracers", *Atmospheric Environment*, Vol. 30, No. 22, pp. 3837-3855, 1996). Such analyses shall include extracts from blanks as well as actual field samples, and shall be supported by quality control analyses including replicate analyses.
- c) The samples shall be extracted and stored by the contractor in solution form for at least six months and up to five years for possible reanalysis, if requested by EPA.

List of Target Organic Compounds for Quantitation by GC/MS	
n-Alkanes	n-Alkenoic acids
n-Tricosane	cis-9-n-Octadecenoic acid
n-Tetracosane	Aldehydes
n-Pentacosane	Nonanal
n-Hexacosane	Wood smoke markers
n-Heptacosane	8,15-Pimaradien-18-oic acid
n-Octacosane	Pimaric acid
n-Nonacosane	Isopimaric acid
n-Triacontane	Retene
n-Hentriacontane	Polycyclic aromatic hydrocarbons

iso- and anteiso-Alkanes	Benzo[k]fluoranthene
anteiso-Triacontane	Benzo[b]fluoranthene
iso-Hentriacontane	Benzo[e]pyrene
anteiso-Hentriacontane	Indeno[1,2,3-cd]pyrene
iso-Dotriacontane	Indeno[1,2,3-cd]fluoranthene
anteiso-Dotriacontane	Benzo[ghi]perylene
iso-Tritriacontane	Coronene
8,15-Pimaradien-18-oic acid	PAH ketones and quinones
Pimaric acid	7H-Benz[de]anthracen-7-one
Isopimaric acid	Benz[a]anthracene-7,12-dione
n-Dotriacontane	Benzo[cd]pyren-6-one
n-Tritriacontane	
n-Tetratriacontane	
Hopanes and steranes	
20S&R-5 α (H),14 β (H),17 β (H)-Cholestanes	
20R-5 α (H),14 α (H),17 α (H)-Cholestane	
20S&R-5 α (H),14 β (H),17 β (H)-Ergostanes	
20S&R-5 α (H),14 β (H),17 β (H)-Sitostanes	
22,29.30-Trisnorneohopane	
17 α (H),21 β (H)-29-Norhopane	
17 α (H),21 β (H)-Hopane	
22S-17 α (H),21 β (H)-30-Homohopane	
22R-17 α (H),21 β (H)-30-Homohopane	
22S-17 α (H),21 β (H)-30-Bishomohopane	

8. Microscopic analysis

Provide support for microscopic analysis of particles. EPA has need to characterize PM_{2.5} samples beyond routine elemental analysis. The contractor shall have the capability to perform scanning electron microscopic analysis coupled with elemental analysis of PM_{2.5} particles.

9. Organic, Nitric Acid and Sodium Carbonate denuder refurbishment

The contractor shall provide support to the operation and use of denuders. The contractor shall be responsible for obtaining sampler denuders from those State and Local agencies who employ speciation samplers so-equipped. The contractor shall be responsible for obtaining and coating the denuders, as well as shipping the denuders to the State and Local agencies. The denuders may include designs for the removal of gaseous nitric acid and semi-volatile organic vapors.

The analytical methods to be used for the target analytes identified are summarized in following table. Copies of the relevant SOPs and/or journal references are an attachment to the solicitation.

Analytical Methods for Target Analytes of Interest	
PM2.5 mass	Gravimetry
Trace elements	Energy dispersive XRF
Sulfate and nitrate	Ion chromatography
Ammonium, sodium and potassium ions	Ion chromatography
Organic, elemental, and carbonate carbon	Thermal-optical analysis
Semi-volatile organic aerosols	Gas chromatography/mass spectroscopy

FILTER MEDIA

The selection of filter media for the requested sample analyses can vary with the design of the speciation sampler being used by the requesting state or local agency. For the purposes of this solicitation, the table below identifies the filter media to be used for the target analytes of interest for four available speciation samplers.

Target Analytes Associated with Filter Media and Speciation Sampler Design			
Sampler Design	Teflon®	Nylon	Quartz
IMPROVE	mass, elements	SO ₄ ⁼ , NO ₃ ⁻ , NH ₄ ⁺ , Na ⁺ , K ⁺	carbon species, semi-volatile organic aerosols
Met One SASS	mass, elements	SO ₄ ⁼ , NO ₃ ⁻ , NH ₄ ⁺ , Na ⁺ , K ⁺	carbon species, semi-volatile organic aerosols

Target Analytes Associated with Filter Media and Speciation Sampler Design			
Andersen RAAS	mass, elements	$\text{SO}_4^{=}$, NO_3^- , NH_4^+ , Na^+ , K^+	carbon species, semi-volatile organic aerosols
URG MASS400/MASS 450	mass, elements, $\text{SO}_4^{=}$, NO_3^- , NH_4^+ , Na^+ , K^+	volatile NO_3^-	carbon species, semi-volatile organic aerosols

10. Filter Archiving. EPA is in the process of analyzing the storage and archive needs of the speciation network.

- a) The Contractor shall store filters and extract solutions that contain filters from the Speciation Trends Network (STN) and the SLAMs speciation network for the duration of the contract as follows: All filters from the STN network will be archived beginning with filters temporarily archived under Contract 68-D-99-013 for the period January 2002 through July 2003. Also, 100% of filters from SLAMS 1-in-3 day and 1-in-6 day collection sites will be archived for 2002 through July 2004. Beginning August 2004, EPA will designate 40 percent of the current 1-in-3 day sites and 75 1-in-6 day sites, for which to continue archiving filters and extract solutions for the duration of the contract. The facility shall be designed to store samples at 0°F and shall be serviced with back up power generation capability.
- b) The contractor shall provide and operate a cataloging and physical storage system to facilitate rapid and accurate retrieval of filters upon request by EPA. EPA expects a computerized inventory system that may be transferred to EPA or to another curator at the conclusion of the contract. Consequently it should be designed and programmed with commercially available, upgradable and supportable software, e.g. Microsoft Excel. EPA will inspect and audit the inventory and the facility twice per year.
- c) The contractor shall provide storage and archival of all sample extracts and filter media for a period of up to six months following sample analyses and five years for filters from the Speciation Trends Network (STN) and the SLAMs speciation network

ATTACHMENT 2

REPORTS OF WORK

REPORTING REQUIREMENTS

A) Preparation of Level 0 and Level 1 data validation checklists and monthly summary data reports. Level 0 includes collection of all raw field and laboratory data and calculation of analyte ambient air concentrations determined for each sample. Specific Level 0 data validation requirements include:

1. Verify field sampler Chain-of-Custody (COC) forms and ensure that the number of air filters and laboratory analyses requested are correctly transmitted and processed.
2. Enter all field sampler COC data into the Laboratory Information Management System (LIMS) sample log-in system.
3. Establish the laboratory Level 0 data validation checklist with date and signature.
4. Submit the laboratory Level 0 data validation checklist with the monthly hard copy analytical data reports to the DOPO/TOPO.

Level 1 includes applying simple statistical tests on a single-site/single-sampler basis to make sure that the maximum and minimum values, rates of change, and temporal variations are reasonable. The validation includes revisions to the raw data or flagging the data as suspect or invalid. Specific Level 1 data validation requirements include:

1. Perform cation and anion balance/ammonium balance
2. Verify computer file entries against data sheets.
3. Establish the laboratory Level 1 data validation checklist with date and signature.
4. Submit the laboratory level 1 data validation checklist with the monthly hard copy analytical data reports to the DOPO.
5. Establish traceabilities of the integrated data set.

<u>No. of Copies</u>	<u>Addressee</u>
(3)	State Agency submitting delivery Order
(3)	DOPO/TOPO
(3)	EPA Regional QA Laboratory

B) Preparation of monthly electronic format analytical data reports for final sample analyses submitted as follows:

<u>No. of Copies</u>	<u>Addressee</u>
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- | | |
|-----|--|
| (1) | State Agency submitting delivery Order |
| (1) | DOPO/TOPO |

The electronic data reports shall be presented in a database format using commercially available database software that operates on a desktop PC, such as Microsoft Access or equivalent. Reports shall include the following fields:

1. State
2. Filter number
3. Analysis type
4. Analytical results
5. Date shipped to State
6. Date sampled
7. Date received from State
8. Analysis date
9. Data validation performed

C) Preparation of draft and final composite semi-annual data summary reports. Three copies of each report are to be prepared and submitted as follows:

<u>No. of Copies</u>	<u>Addressee</u>
(3)	State Agency submitting delivery Order
(3)	DOPO/TOPO
(3)	EPA Regional QA Laboratory

The draft summaries will be reviewed by the Project Officer within 45 calendar days from date of submittal. The Contract Laboratory shall submit revised final reports within 15 calendar days from receipt of review comments.

Storage and archival of all field and laboratory data associated with each analysis in electronic format for a period of up to five years following sample analyses.

Data Reduction and Reporting.

1. PM_{2.5} gravimetric mass. The contractor shall report gravimetric mass as total weight difference between pre- and post-weighings.
2. Elemental analysis. The contractor shall report elemental concentrations as mass

corrected for artifacts and other pertinent factors. The data report shall include the entry of pertinent field data and sample processing options. The analytical data output shall include the uncertainty associated with each concentration and the corresponding method detection limits for each element.

3. Cation and Ion analyses. The contractor shall determine the individual ionic masses on each filter plus accuracy and precision of the analyses. The contractor shall include relevant quality assurance data, including comparisons to standards and the results of reanalyses.

4. Carbon analyses. The contractor shall determine the carbon mass in accordance with the Method 5040 performance requirements to include the current method modifications as specified in the SOP. The results shall include the accuracy and precision of the analysis program. The contractor shall provide quantitative information for organic fractions of carbon. The contractor shall provide and report 5 additional values to the total carbon (TC), organic carbon (OC), and elemental carbon (EC) measurements already provided. The five values to be reported include 4 carbon measurements made during each of the first 4 OC temperature ramp intervals plus the carbon or “char” value measured during the 550 of oxygen temperature interval. These five additional values shall be included in all data reports , including AIRS data entry.

5. Semi-volatile organic aerosol analyses. The contractor shall report the mass concentrations of the semi-volatile organic compounds in the table of target analytes determined using the protocols of Schauer et al. (Reference: Paper entitled “Source Apportionment of Airborne Particulate Matter Using Organic Compounds as Tracers”, *Atmospheric Environment*, Vol. 30, No. 22, pp. 3837-3855, 1996). The contractor shall retain complete GC/MS spectral data in electronic format for a period of 36 months after acquisition.

6. Final ambient air concentrations. The contractor shall compile all the relevant mass concentrations for all filter analyses performed according to 1-5 above, and calculate/report final ambient air concentrations of each target analyte in $\mu\text{g}/\text{m}^3$ (micrograms of analyte per cubic meter of air sampled) using the state-supplied air sample volume data associated with each set of filters. The contractor shall enter these data along with the associated sampler operating data into AIRS.

7. SEM/optical microscopy results. The contractor shall prepare a written report of all microscopic examination of filter samples with discussion of particle morphology and composition, as requested by the DOPO. The contractor shall retain all photomicrographs and associated spectral data in electronic format for a period of 36 months after acquisition.

8. The contractor shall submit data in electronic format suitable for delivery to the EPA and States for review and approval. Data reports and laboratory data validation checklists are to be submitted to the DOPO on a monthly basis for review and acceptance. The States have 45 calendar days to review and approve monthly data reports for AIRS entry by the Contractor.

After 85 days from receipt of samples, the Contract has a maximum of 15 days to enter the corresponding data into AQS. After initial AQS data entry by the Contractor, the Contractor shall modify, reenter, update/and or delete any data previously entered by the Contractor into AQS for a period not to exceed six months from the original data entry date.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see

Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect

cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.

- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

Chemical Speciation of PM2.5 Filter Samples

Task Area	Performance Requirement /Desired Outcome	Performance Standard	Measurement Method	Acceptable Quality Level	Contractor Incentives/Dis-Incentives
Sample Analysis and Reporting	Samples are analyzed and reported in accordance with approved Quality Assurance Project Plan (QAPP), SOP's and Quality Management Plan	Data is accurate and timely	DOPOs will review the data validation checklist within the monthly report. Bi-Annual Performance Audits Annual Systems Audits DOPOs will notify the Project Officer when the report is late	At least 95% of samples each quarter have been handled and analyzed in accordance with QAPP and SOP's.	If acceptable data quality is not achieved, the contractor must prepare and submit a remediation plan within 15 days after notification For every 10 calendar days late, a penalty of 20% of the line item price will be deducted, unless the delay was solely the Governments responsibility Address timeliness and quality of work in annual past performance evaluation (PPE)

QUALITY ASSURANCE SURVEILLANCE PLAN

Chemical Speciation of PM2.5 Filter Samples

Task Area	Performance Requirement /Desired Outcome	Performance Standard	Measurement Method	Acceptable Quality Level	Contractor Incentives/Dis-Incentives
Electronic Data Entry into AQS	Data is entered into AQS in accordance with SOP	Data is entered within the time frame set forth in attachment 7 of the contract	Contractor shall notify the DOPOs, by email, when batch is entered into AQS.	100% of the data is entered within the time frame set forth in attachment 7 of the contract	For every 10 calendar days late, a penalty of 20% of the line item price will be deducted, unless the delay was solely the Government's responsibility Address timeliness and quality of work in annual past performance evaluation (PPE)
Archive of Filters	Filters are archived in accordance with SOP.	Filters will be stored at a constant temperature of 0 degree F. Filters can be retrieved within 24 hours	Bi-annual inspection of inventory and storage facility by the DOPO/TOPO	Filters should remain at +/-2 degrees 0 degree F. Filters can be retrieved within 24 hours of request.	Address quality of storage in annual PPE

ATTACHMENT 5

QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Quality Control

1. Chain of custody and sample tracking. The contractor shall develop a multi-copy Chain of Custody form which will be used to account for filters from initial shipment to state sampling and final return of samples to the contractor's laboratory. The process for tracking sample analysis shall include the following provisions:

a. The contract laboratory completes, signs, and dates the top copy of a Chain of Custody (COC) form, indicating serial numbers of the filters shipped. A copy of the COC form is retained by the laboratory. One COC should be used for every bathch of filters run on one sampler, for each run day. Thus each COC must have provisions for accounting for 4-5 filters run on each sampler, for each sampling day.

b. The state receives the filters, verifies that serial numbers of the filters received are the ones shipped, and signs and dates the COC form. A copy of the COC is retained by the state.

c. After sampling, when shipping filters back to the contract laboratory, the state signs and dates the COC form. The COC form accompanies the filters. The contract laboratory retains the final copy of the COC.

2. PM_{2.5} mass determination. The contractor shall employ the procedures for pre-weighing, post-weighing, and sample mass weight determinations as described in EPA's draft document "Quality Assurance Guidance Document 2.12: Monitoring PM_{2.5} in Ambient Air Using Designated Reference or Class I Equivalent Methods". The contractor shall perform the weighings using a microbalance installed in an appropriate weighing room meeting the environmental requirements detailed in the guidance document.

3. Non-destructive elemental analysis of Teflon® filters. The contractor shall follow the strict quality assurance protocols as outlined in their proposal. As a minimum these protocols shall include:

- a) Description of QC standards;
- b) Run-time quality control;
- c) Determination of analytical precision and QC limits;
- d) Quality control with standard reference materials;
- e) Acceptance criteria and procedures for corrective action;
- f) Field data entry checking;
- g) Control charts; and
- h) Self-consistency checks.

4. Analysis of nylon and/or Teflon® filters for nitrate, sulfate, ammonium, sodium ion, and potassium ion. Analysis of quartz fiber filters for total, elemental, and organic carbon. The contractor shall follow the strict quality assurance protocols submitted as part of their proposal. The Quality Assurance Project Plan (QAPP) shall include the following:

- a) Performance of tests for filtration characteristics and suitability for sampling and analysis using speciation samplers (especially trace contamination, mass loss/gain, etc.);
- b) Validation of all ion and carbon analyses via formal third party protocols and routine reanalysis of previous samples;
- c) Maintenance of records on analytical system calibrations and comparison to standard solutions;
- d) Determination of analytical precision; and
- e) Identifying analytical uncertainties and artifacts.

5. Semi-volatile organic aerosol analysis. The contractor shall follow the strict quality assurance protocols as outlined in their proposal. The QAPP plan shall include the following:

- a) A discussion of sample/sample extract holding times;
- b) Methods and procedures for instrument performance checks;
- c) Procedures for initial and continuing GC/MS calibrations;
- d) Methods for surrogate recoveries and lab control sample recoveries;
- e) Blanks;
- f) Mass spectral data acquisition, quantitation reports, and data deliverables;
- g) Sample extract and data archiving.
- h) Determination of analytical precision.

6. Preparation of draft and final Quality Assurance Project Plan (QAPP). A draft QAPP shall be prepared and four (4) copies delivered to the Project Officer within 30 calendar days after contract award. Review comments will be provided to the contract within 15 calendar days following receipt. Four (4) copies of the final QAPP will be submitted to the Project Officer within 60 calendar days following contract award.

General QA/QC Procedures and Definitions

1. The purpose of this section is to specify a uniform set of QA procedures for the analysis of constituents of samples, documentation of the methods used and its performance, and verification of the sample data generated.

2. The primary function of the QA/QC program is to establish a system of activities that insure that measurements meet defined standards of quality with a stated level of confidence. The corporate Quality Assurance Program Plan/Quality Management Plan(QMP) defines an organization's QA-related: policies; criteria for and areas of application; and definition of roles, responsibilities, and authorities. The QAPP is a critical planning document for any environmental data operation. The QAPP documents how environmental data operations are planned, implemented, and assessed during the life cycle of program, project, or task. The purpose of the QAPP is to define in detail how specific QA and QC activities will be implemented during a particular project. A Standard Operating Procedure(SOP) documents routine or repetitive administrative and technical activities to facilitate consistency and integrity of the product. SOPs facilitate activities that are managed under a QAPP. The Contractor shall

have a QMP, a QAPP and SOPs associated with this proposal.

The approach taken here is to define minimum requirements for all major steps relevant to any inorganic analysis. The QA/QC program will provide a uniform basis for sample handling, analysis, instrument and methods calibration and maintenance, performance evaluation, and analytical data gathering and reporting. In many instances where methodologies are available, specific QC procedures are incorporated into the method documentation.

3.0 The quality assurance/quality control (QA/QC) procedures defined herein must be used by the Contractor when performing the methods specified.

3.1 The cost of performing all QA/QC procedures specified in this Statement of Work (SOW) is included in the price of performing the bid lot.

4. The Contractor is required to participate in a Laboratory Audit Study Program conducted by the Environmental Protection Agency (EPA) through the EPA Montgomery Laboratory QA Support Group(MLSG). The Contractor shall perform and report to the MLSG semi-annual verification of instrument detection limits (IDLs) for each instrument used to perform under this contract. Also, the Contractor shall perform semi-annual verification of analytical precision and accuracy determinations for target analytes identified in the Scope of Work. For semi-volatile organic aerosol analyses, the Contractor shall determine and report the precision and accuracy of all compounds reported as sample results.

5. As the term is used, analytical samples include all field samples and performance evaluation samples. Matrix spikes, analytical/post-digestion spikes, duplicates, laboratory check samples (LCS), preparation blanks, linear-range determination standards (LRS), memory test solutions, and tuning solutions are not included under this definition. A "frequency of 10%" means once every 10 analytical samples. Note: Calibration verification samples (ICVs and CCVs) and calibration verification blanks (ICBs and CCBs) are not counted as analytical samples when determining 10% frequency.

6. In order for the QA/QC information to reflect the status of the samples analyzed, all samples and their QA/QC analysis shall be analyzed under the same operating and procedural conditions.

7. Standard laboratory practices for cleaning glassware and apparatus and for using reagents, solvents, and gases shall be adhered to by laboratory personnel. For additional guidelines regarding these general laboratory procedures, see Sections 4 and 5 of the Handbook for Analytical Quality Control in Water and Wastewater Laboratories EPA-600/4-79-019, U.S. Environmental Protection Agency Environmental Monitoring Systems Laboratory, Cincinnati, Ohio, September 1982.

Quality Assurance Program Plan/Quality Management Plan and Quality Assurance Project Plan

1. Quality Assurance Program Plan/Quality Management Plan

The Contractor shall establish a Quality Assurance (QA) Program with the objective of providing sound analytical chemical measures with a stated level of confidence. The program shall incorporate the QC procedures, any necessary corrective actions, all of the documentation required during data collections, and the quality assurance measures performed by management to ensure acceptable data reduction.

2.0 Quality Assurance Project Plan(QAPP)

2.1 As part of the QA Program, the Contractor shall prepare a written Quality Assurance Project Plan(QAPP) in accordance with EPA QA/R5 titled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations." The QAPP shall describe the procedures that are implemented to achieve the following:

- a) Maintain data integrity, validity, and useability.
- b) Ensure that analytical measurement systems are maintained in an acceptable state of stability and reproducibility.
- c) Detect problems through data assessment and establish corrective action procedures which keep the analytical process reliable.
- d) Document all aspects of the measurement process in order to provide data which are technically sound and legally defensible.

2.2 QAPP Format - The QAPP shall present, in specific terms, the policies, organization, objectives, functional guidelines, and specific quality assurance (QA) and quality control (QC) activities designed to achieve the data quality requirements of this contract. All Standard Operating Procedures (SOPs) pertaining to each element shall be included or referenced as part of the QAPP. The SOPs shall be written in accordance with EPA QA/G-6 titled "Guidance for the Preparation of Standard Operating procedures (SOPs)". The QAPP with all SOPs and any revisions shall be the property of EPA. The suggested format and contents of the QAPP are given below. Any changes in the QAPP or to an SOP shall be brought to the attention of the EPA Project Officer for approval before implementation.

2.3 Quality Management Plan (QMP) Submission - During the contract solicitation process, the Contractor is required to submit a QMP as part of their proposal. Within sixty (60) days after contract award, the Contractor shall maintain on file a QAPP, fully compliant with the requirements of this contract. The QAPP is the official QAPP under the contract. The QAPP must include changes resulting from:

- a) The Contractor's internal review of their organization, personnel, facility, equipment, policy and procedures.
- b) The Contractor's implementation of the requirements of the contract.
- c) The Agency's review of the laboratory evaluation sample data, bidder-supplied documentation.
- d) Recommendations made during the pre-award on-site laboratory evaluation.

2.4 QAPP Amendments - During the term of the contract, the Contractor shall revise and maintain on file, with all previous revisions, an amended QAPP within 30 days of the following circumstances:

- a) The Agency modifies the contract
- b) The Agency notifies the Contractor of deficiencies in the QAPP document resulting from the Agency's review of the Contractor's performance
- c) The Contractor identifies deficiencies resulting from their internal review of the QAPP document
- d) The Contractor's organization, personnel, facility, equipment, policy or procedures change
- e) The Contractor identifies deficiencies resulting from the internal review of their organization, personnel, facility, equipment, policy or procedures changes.

2.5 When the QAPP is amended, all changes shall be clearly marked with a bar in the margin indicating where the change is found in the document, or by highlighting the change by underlining, bold printing, or using a different print font. The amended section pages shall have the date on which the changes were implemented. Any changes in the QAPP shall be brought to the attention of the EPA Project Officer for approval before implementation.

2.6 QAPP Archival - The Contractor shall maintain a master QAPP which incorporates the original QAPP and all subsequent amendments. The Contractor shall provide a copy of the master QAPP or any of its amendments to the designated recipients within 14 days of a request.

3. Corrective Action - If a Contractor fails to adhere to the requirements listed in this section, a Contractor may expect, but the Agency is not limited to the following actions:

- a) Remedial performance evaluation sample
- b) For every 10 days late a penalty of 20% of the line item price will be deducted, unless the delay was solely the Government's responsibility
- c) Audit on-site laboratory evaluation
- d) Address quality of work in past performance evaluations
- e) Contract sanctions

Example Format for the Quality Assurance Project Plan

A. Project Management

- A1 Title and Approval Sheet
- A2 Table of Contents
- A3 Distribution List
- A4 Project/Task Organization
- A5 Problem Definition/Background
- A6 Project/Task Description
- A7 Quality Objectives and Criteria for Measurement Data
- A8 Project Narrative(Optional Section)
- A9 Special Training Requirements/Certification
- A10 Documentation and Records

B. Measurement/Data Acquisition

- B1 Sample Handling and Custody Requirements
- B2 Analytical Methods Requirements
- B3 Quality Control Requirements
 - a) Procedures for preparation, approval, review, revision, and distribution of SOPs
 - b) Process for revision of technical or documentation procedures
 - c) Solvent, reagent, and adsorbent check analysis
 - d) Reference material analysis
 - e) Internal QC checks
 - f) Corrective action and determination of QC-Limit Procedures
 - g) Responsibility designation
- B4 Instrument/Equipment Testing, Inspection, and Maintenance Requirements
 - a) Instrumentation and backup alternatives
 - b) Maintenance activities and schedules
- B5 Instrument Calibration and Frequency
 - a) Standards preparation procedures
- B6 Inspection/Acceptance Requirements for Supplies and Consumables
- B7 Data Acquisition Requirements (Non-direct Measurements)
- B8 Data Management
 - a) Laboratory notebook policy
 - b) Logbook maintenance and archiving procedures
 - c) Sample file organization, preparation, and review procedures

C. Assessment/Oversight

- C1 Assessment and Response Actions
 - a) Data QA
 - b) Systems/internal audits
 - c) Performance/external audits
 - d) Corrective action procedures

- e) QA reporting procedures
 - f) Responsibility designation
- C2 Reports to Management

D. Data Validation and Usability

- D1 Data Review, Validation, and Verification Requirements
- D2 Validation and Verification Methods
 - a) Data reporting and authorization procedures
- D3 Reconciliation with User Requirements

ATTACHMENT 6

SUBCONTRACTING PLAN OUTLINE

Small Business, Small Disadvantaged Business
Veteran-owned Small Business, Women-Owned Small Business
and HUBZone small Business

MODEL SUBCONTRACTING PLAN OUTLINE*

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns as subcontractors as specified in FAR 19.704.

(NOTE: If a plan is necessary and the offeror is submitting an individual plan, the plan shall contain separate statements (see Paragraphs 5 and 6

below) and goals for the basic contract and for each option.)

- A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract, is \$_____.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: * \$_____and_____.
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: * \$_____and_____.
- D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: * \$_____and_____.
- E. Total estimated dollar value and percentage of planned subcontracting with veteran-owned small business concerns: * \$_____and_____.
- F. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities: * \$_____and_____.
- G. Total estimated dollar value and percentage of planned subcontracting with HUBZone small business concerns: * \$_____and_____.

(* expressed as a percentage of "A.")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LG), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB, VETERN-OWNED SMALL BUSINESS (VOB), WOMEN-OWNED SMALL BUSINESS (WOB), HUBZone SMALL BUSINESS (HUBZ)) (check all that apply)

Subcontracted Product/Services	LG	SB	SDB

_____(Attach additional sheets if necessary.)

4. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how

the capabilities of small and small disadvantaged businesses were determined--include any source lists used in the determination process).

5. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns.

7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. For example, duties

may include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns; and assure that above mentioned business are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses;
- E. Make arrangements for the utilization of various sources for the identification of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses, such as the SBA's Procurement Marketing and Access Network (PRO-Net), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS).
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- H. Ensure small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and

M. Other duties_____

8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting trade associations;
2. Contacting business development organizations;
3. Attending conferences and trade fairs to locate small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business sources;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net);
5. Newspaper, magazine ads which encourage new sources; and
6. Veteran service Organizations.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small socio-economic source lists, guides, and other data for soliciting subcontracts; and

3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: _____

9. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (FAR 19.704(a)(9)).

10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF-295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

ADDRESSEES

(a) SF-294 to be submitted to cognizant Contracting Officer

(b) SF-295 to be submitted to:

United States Environmental Protection Agency
Contracts Management Division (MD-33)
Attn: Jerry M. Dodson, Small Business Specialist
Research Triangle Park, NC 27711

11. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following;

- A. Small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether veteran-owned small business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether HUBZone small business concerns were solicited, and if not, why not; and (6) reason for the failure of solicited small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- G. Additional records: _____

12. The offeror should complete the following table indicating small disadvantaged business (SDB) participation targets proposed which will be incorporated into and made part of any resulting contract (See EPAAR 1552.219-73 of this document):

Contractor Targets	SIC/NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture members and team members)		SB \$ SDB \$ WOB \$ HubZone \$	SB % SDB % WOB % HubZone %
Total		*	*
Subcontractor Targets			

* Includes Large Business subcontracts.

The offeror shall identify below any SDB(s) which are included as part of this proposal and which will be considered under the Section M SDB participation evaluation factor:

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

ATTACHMENT 7

DELIVERY ORDER PROCESS

ATTACHMENT 8

PE SAMPLES

As part of the proposal evaluation each bidder determined to meet minimal technical requirements will be given the opportunity to analyze and report results for a set of performance evaluation (PE) samples. The PE samples will be provided by the EPA National Air and Radiation Environmental Laboratory (NAREL) which provides Quality Assurance oversight of the laboratories performing analyses for the Speciation Trends Network (STN). The results will be evaluated on a pass/fail basis by comparing the reported results to reference values determined by NAREL. Results must be reported to NAREL within 30 days of sample receipt. Specific instructions on analyzing and reporting results will be provided when the PE samples are distributed.

The PE samples will include samples for the following analyses:

Gravimetric Analyses

Teflon Filters - NAREL will provide 47mm Teflon filters to be tared at each laboratory and returned to NAREL for loading. NAREL will return the loaded filters to each laboratory where a final weight will be determined and the results will be reported to NAREL.

Metallic Weights - Metallic weights will be sent to each laboratory for weighing while determining the tare weights and the final weights. The results of both weighing sessions must be reported to NAREL.

The laboratory should use their standard gravimetric procedures to weigh the metallic weights and determine the mass captured onto each filter. Results must be reported to NAREL within 30 days from receipt of the loaded sample. The final results must be reported in an Excel spreadsheet. Results for the filters must include the tare mass, the loaded mass, and the captured PM_{2.5} mass for each filter. Mass values must also be submitted for the associated laboratory chamber blanks. Results for the metallic weights must include results obtained during both the tare weight and final weight determinations.

Ion Chromatography Analyses

Aqueous Solutions - NAREL will provide aqueous solutions for both anion and cation analysis by ion chromatography. The spike solutions must be prepared for analysis using instructions that will be provided by NAREL.

Nylon Filters - NAREL will provide loaded 47mm Nylon® filters to each laboratory. The filters must be extracted and analyzed for anions and cations using laboratory standard operating procedures.

Results must be reported to NAREL within 30 days of sample receipt. The final results must be reported as concentration ($\mu\text{g/mL}$) of the analyte found in the final extract, also include extract volumes. Results for each analyte listed in the SOW must be reported. If a dilution is required, be sure to report the dilution factor with that result. Results must be reported in an Excel spreadsheet. Please include the current laboratory MDL and/or some other appropriate expression of uncertainty along with the PE results. Results for laboratory method and instrument blanks must also be reported. Analytical raw data must

also be provided to NAREL for evaluation, this must include initial calibration information and chromatograms and quantitation reports for each sample reported.

Carbon Analysis

Aqueous Solutions - NAREL will provide aqueous solutions for Total Carbon analysis. The spike solutions must be prepared for analysis using instructions that will be provided by NAREL.

Quartz Filters - NAREL will provide loaded 47mm quartz filters to each laboratory. The filters must be analyzed using laboratory standard operating procedures.

Results must be reported to NAREL within 30 days of sample receipt. The final results must be reported for OC, EC, and TC as mass of carbon per square centimeter of filter material ($\mu\text{g}/\text{cm}^2$). Please include the punch size (cm^2) used for each sample. Results must be reported in an Excel spreadsheet. Please include the current laboratory MDL and/or some other appropriate expression of uncertainty along with the PE results. Results for laboratory instrument blanks must also be reported. A thermogram for each sample must also be provided to NAREL for evaluation along with the temperature program used for the analyses.

Elemental Analyses

Teflon Filters - NAREL will provide loaded, well characterized 47mm Teflon filters to each laboratory. The filters must be analyzed using laboratory standard operating procedures.

Results must be reported to NAREL within 30 days of sample receipt. The final results must be reported as mass per unit area (i.e., ng/cm^2) of the analyte. Results for each analyte listed in the SOW must be reported. Results must be reported in an Excel spreadsheet. Please include the current laboratory MDL and/or some other appropriate expression of uncertainty along with the PE results. Results for laboratory instrument blanks must also be reported.

Once the analyses have been completed, the Teflon® filters must be returned to NAREL at 4°C by overnight carrier.

ATTACHMENT 9

ANALYSES BY SAMPLER TYPE

ATTACHMENT 10

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

PR-NC-02-10696

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

_____ Type of Contract: _____

Period of Performance: _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm:

Name:

Title:

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

Phone:

ATTACHMENT 11

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-02-10696 the procurement of "Chemical Speciation of PM 2.5 Filter Samples. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: Margaret Dougherty, E105-02, RTP, NC 27711, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to
-----.

Sincerely,